

United Classified
Workers Union
(U.C.W.U.)
Local #1 WFT/AFT
Contract

September 1, 2004 – August 31, 2007

Collectively Bargained by and Between

The
UNITED CLASSIFIED WORKERS UNION
(Local #1) and
The
RENTON SCHOOL DISTRICT No. 403

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DECLARATION OF PRINCIPLES

1. The efficient administration of a public school system includes concern for the well-being of employees and the maintenance of an orderly and constructive relationship with the employees.
2. Subject to law and the paramount consideration of service to the public, good employer-employee relations provides employees an opportunity for involvement in the formulation of matters affecting the conditions of their employment.
3. Effective employer-employee cooperation requires a clear statement of the respective rights and obligations of the parties hereto.
4. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the District and the well-being of employees within the spirit of the Public Employees' Collective Bargaining Act by establishing a basic understanding relative to District personnel policies, practices, and procedures, and by providing means for amicable discussion and by mutual agreement, fair and equitable adjustment of wages, hours and working conditions.

PREAMBLE

This Agreement is made and entered into between Renton School District Number 403 (hereinafter "**District**") and United Classified Workers Union of AFT Washington Local No. 1 - Renton (hereinafter "**Union**").

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE I

RECOGNITION AND COVERAGE OF AGREEMENT

- Section 1.1.** The District hereby recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1.4., and the Union recognizes the responsibility of representing the interests of all such employees.
- Section 1.2.** Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Directors and Superintendent of the District pursuant to RCW 41.56.030 (2).

Section 1.3.

The District shall furnish the Union with copies of all position descriptions subject to this Agreement and shall provide the Union and respective employees with amendments, changes, or additions as they may from time to time occur. Under normal circumstances, position descriptions will not be significantly changed during a given work year. Any significant changes in the position descriptions of employee classifications covered by this Agreement or the creation of new positions to be covered by this Agreement shall necessitate consultation with the Union and the negotiation of the salary for that position or classification.

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all classified employees in the following general job classifications: Transportation, Garage Mechanics, Building Maintenance (including Swimming Pool Maintenance), Audio Visual Maintenance, Nutrition Services, Truck Drivers and Warehousepersons, and Print Shop Personnel; excluding Secretaries, and the Supervisor(s) of Transportation, Maintenance, Audio Visual, Nutrition Services, Purchasing Department, Swimming Pool, and Print Shop; and one (1) group leader Warehouse, one (1) group leader Supply, and one (1) group leader Print Shop. Substitutes represented by the Union shall include only those employed by the District who have worked for thirty (30) days within the current school year or thirty (30) days in the immediately preceding school year and who continue to be available for work as substitutes. Substitute employees may not combine days from two different school years to accumulate the thirty (30) days required for representation and need not work a "new" thirty (30) day period once representation is established for that year.

Continued employment and continuing representation will be verified by the receipt of notification of continued employment in June. Representation for substitute employees will be limited by Article XI of this Agreement.

Section 1.5.

Work customarily performed by employees identified in Section 1.4 shall be generally identified as bargaining unit work. Such work may be performed by students as noted and limited herein and may be performed by other employees on a limited basis or in emergency situations.

ARTICLE II

RIGHTS OF THE EMPLOYER

- Section 2.1.** Neither this Agreement nor the act of meeting and negotiating will be construed to be a delegation to others of the policy making authority of the District, which authority the District specifically reserves unto itself. The management of the District and the direction of the work forces is vested exclusively in the District subject to the terms of this Agreement. Management prerogatives will not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to District policy, to do the following:
- A. Direct employees covered by this Agreement.
 - B. Hire, retain, promote, demote, assign, suspend, discipline and discharge employees of the unit.
 - C. Relieve employees from duty because of lack of work or other legitimate reasons.
 - D. Determine the method, number, and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to sub-contract work and to designate the work to be performed by the employees or others and the places where and the manner it is to be performed as determined by Court Case No. 41959 subject to future adjudication or legislation.

- Section 2.2.** The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF THE EMPLOYEES

- Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the

Union, and the freedom of such employees to assist the Union as provided for in various sections of RCW 41.56.

- Section 3.2.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the District.
- Section 3.3.** Employees of the bargaining unit as defined in Article I, Section 1.4. shall have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the District that may result in employee discipline or may be investigatory in nature. If an employee reasonably believes the investigation will result in disciplinary action, he/she has the right to stop the conference and request Union representation before proceeding further.
- Section 3.4.** Each employee reserves and retains the right to have the Union represent such employee in all matters concerning their employment relations with the District.
- Section 3.5.** Neither the District nor the Union shall discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, religion, age or marital status or because of a physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically handicapped person or others. The Union and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.
- Section 3.6.** Since it is mutually recognized that safety within the confines of the District is of paramount concern, the District shall provide first aid and fire prevention courses to employees as necessary. Such determination shall be made by the District and any employees required to attend shall be properly compensated. It is agreed that all employees will be vigilant in

seeking out unsafe or hazardous objects and will report them immediately to the appropriate personnel for correction. It is agreed that all employees shall use equipment, etc., in a safe manner.

- Section 3.7.** The District shall insure that adequate and appropriate administrative machinery exists to deal with employee/student disciplinary problems which may arise concerning employees subject to this Agreement. The employee shall have the right to a fair conference if he/she is involved in an employee/student/parent disciplinary problem. Such conference shall afford to the employee a full and complete investigation of the facts involved.
- Section 3.8.** Employees shall be allowed to respond to any formal written evaluation and have the response attached to the evaluation. Each employee shall be evaluated at least once annually.
- Section 3.9.** Consistent with the statutes and the constitution of the State of Washington and the Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for discipline or discrimination against any employee.
- Section 3.10.** It is appropriate for employees to exercise full political rights and responsibilities outside their working hours. The Board encourages employees of the District to use and be active in the use of their political rights.
- Section 3.11.** Employees shall, upon request, have the right to inspect the contents of their personnel files and to attach written comments to any material therein. Upon request, a copy of documents contained in the personnel file shall be afforded the employee. Copies other than for grievance matters and application materials shall be provided at the current District per page rate.

ARTICLE IV

RIGHTS OF THE UNION

- Section 4.1.** The Union has the right and responsibility to represent the interests of all employees in the unit; to present its views to the District on matters of concern, either orally or in writing; to consult or to be consulted with respect to industrial relations matters and practices which are within the authority of the District; and to enter collective negotiations with the object of

reaching an agreement applicable to all employees within the bargaining unit.

Section 4.2. The Union shall promptly be notified by the District of any grievances or disciplinary actions concerning any employee in the unit in accordance with the provisions of the Discharge and Grievance Procedure Articles contained herein. The Union is entitled to have an observer at hearings conducted by any District official or body arising out of a grievance and, if appropriate, to make known the Union's views concerning the case.

Section 4.3. The District agrees to print and distribute, free of cost to the Union and its members, a mutually sanctioned version of this Agreement to all employees covered by this Agreement within thirty (30) days of the ratification of this Agreement. All new employees shall be given a copy of this Agreement by the District at the time they are employed by the District. Thirty (30) additional copies will be provided the Union within thirty (30) days of the ratification of this Agreement.

Section 4.4. The Union reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the United Classified Workers Union of Washington.

Section 4.5. The President of the Union, the Local No. 1 Renton stewards, and three (3) designated representatives and/or any local, state or national officers will be provided time off with pay to a maximum of a combined total of fifteen (15) days per year to attend state meetings of the UCWU provided that no member shall take more than five (5) days total per year nor more than five (5) consecutive days for any one conference. Prior notification of absence for union conferences must be made by the employee with the Employee Relations Department. Separate arrangements will be made with the immediate supervisor to deal with work coverage during the absence and/or make up of the work. If substitutes are necessary, the Union shall be charged the cost of a replacement substitute for each day the affected employee is absent. Five (5) additional days will be provided for the Renton Chapter Leadership to use for direct work with the administration of the contract or bargaining unit.

Section 4.6. On or before the fifteenth (15th) day of October of each year during the term of this Agreement, the District shall provide the United Classified Workers Union of Washington with computer run information regarding each employee in the bargaining unit

upon request from the Union. This information shall be supplemented and revised at least each sixty (60) days as changes occur.

Section 4.7. Access

Representatives of the Union, upon making their presence known to the District, shall have access to the District premises during business hours, provided that no conference or meeting between employees and Union representatives will hamper or obstruct the normal flow of work.

The Local Stewards shall have the opportunity to meet and confer with the District administration on a mutually agreeable basis without loss of pay.

Section 4.8. Bulletin Boards

The District shall designate a bulletin board space in each school for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. The Union agrees that every attempt will be made to assure that such materials posted will be responsible and reflect general standards of good taste.

The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

Section 4.9.

The Union shall be permitted use of the District's employee mail boxes, providing such use follows routine, established District procedures. A copy of all "bulk" mailings shall be provided to the Superintendent. The Union agrees to make every attempt to assure that "bulk" mailing will be responsible and will reflect general standards of good taste.

Section 4.10

Following prior notification to the District, the Union shall have access to District buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings when a supervisor or custodian is on duty. There shall be no rental or service fee charged for weekday use of available facilities. Holiday, Saturday or Sunday use of facilities will require a charge for an on-duty District employee.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 5.1. It is agreed and understood that matters appropriate for consultation and/or negotiations between the District and the Union are hours, wages, grievance procedures, and general working conditions of employees in the bargaining unit subject to this Agreement.

Clause 5.1.1. If the District contemplates reductions (layoff or reduced hours), it shall inform the Union as to the necessity for, and the methods by which, such reductions shall be made before any such reductions are implemented.

Section 5.2. It is further agreed and understood that the matters stipulated in Section 5.1. refer to present conditions, changes thereto, or new proposals.

Section 5.3. It is further recognized that this Agreement does not alter the responsibility of either party to meet with the other party regarding matters concerning working conditions not covered by this Agreement.

Section 5.4. The Union will, as appropriate, be advised of significant changes to current and/or predicted workloads.

Section 5.5. Forms which are used by the District for recording and conducting employee evaluations shall be furnished to the Union.

ARTICLE VI

UNION REPRESENTATION

Section 6.1. The Local Union Stewards and a committee of three (3) members may meet with the Superintendent and/or the Superintendent representative at a mutually agreeable time to discuss appropriate matters.

Section 6.2. The Union representatives shall represent the Union and employees in meeting with officials of the District. They may receive and investigate grievances and thereafter advise employees of rights and responsibilities outlined in this Agreement and/or applicable agency regulations.

A reasonable amount of District time may be expended in these endeavors. The Union may not, however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. The Union may consult with the District on complaints without a grievance being made by an individual employee.

Section 6.3. Union representatives, when leaving their work, shall first obtain permission from their immediate supervisor. The supervisor's permission in these instances will normally be granted. The employees will report their return to work to their supervisors.

Section 6.4. Time during working hours will be allowed Union representatives for attendance at meetings pursuant to Section 6.1. with the District. Time will be allowed for Union representatives to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. Union representatives will minimize the use of work time in the handling of such matters and will endeavor to not interfere with employees carrying out their regular work assignments.

ARTICLE VII

HOURS OF WORK, OVERTIME, AND WORK RULES

Section 7.1. Each employee shall be assigned to a definite shift with designated time of beginning and ending. The first shift is defined as any work shift beginning between 5 a.m. and 11:59 a.m. The second shift is defined as any work shift beginning between 12 noon and 5:59 p.m. The third shift is defined as any work shift beginning between 6 p.m. and 5 a.m. of the following day.

Section 7.2. All work shifts, **EXCEPT** as hereinafter otherwise provided, shall consist of eight and one-half (8 ½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15)-minute first half and a fifteen (15)-minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable.

Section 7.3. In the event an employee is assigned to a shift of more than two (2) hours but less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) - minute rest period as near the middle of each four (4)

continuous hours as is practicable. Employees assigned to shifts of more than five (5) hours shall be given a thirty (30) minute uninterrupted and uncompensated lunch period.

Section 7.4. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; **PROVIDED**, however, except in the case of driver personnel, the District may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest.

Section 7.5. Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee, **EXCEPT** in emergencies.

Section 7.6. Employees required by authorization of the supervisor to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the District requires an employee to forego a lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.7. In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, all annual employees will be required to work. Under conditions (such as inclement weather) that the opening of school and/or the starting time of school is questionable, daily employees shall be notified through commercial radio stations. Daily employees reporting to work shall receive a minimum of two (2) hours pay at base rate in the event of such a closure; **PROVIDED**, however, no employee shall be entitled to any such compensation in the event he/she has been notified of the closure prior to leaving home for work.

Section 7.8. Employees requested to work a shift regularly filled by a higher classification employee shall receive compensation equal to that normally received by the employee in the higher classification. Whenever an employee is requested to perform duties in two (2) or more job classifications, such employee shall be compensated at the higher job classification's rate of pay.

Clause 7.8.1.

The District and the Union recognize the obligation of an educational institution to provide training and learning situations for all students. Although students may be assigned

to learn to perform and, in fact, be required to perform duties similar to those required of employees covered by this Agreement, students will not be used by the District to replace current employees or to reduce hours assigned to current members of this bargaining unit.

Section 7.9.

Overtime

Clause 7.9.1. Every effort will be made to give as much advance notice as possible of overtime requirements.

Clause 7.9.2. All employees except bus drivers shall be compensated for overtime in accordance with this section.

Paragraph 7.9.2.1. All hours worked in excess of eight (8) hours per day shall be compensated at one and one-half (1 ½) times the employee's base hourly rate; except, garage personnel working seven and one half (7 ½) hours will receive one and one-half (1 ½) times their base hourly rate for any hours in excess of their seven and one-half (7 ½) hour shift.

Paragraph 7.9.2.2. Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours, shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.

Paragraph 7.9.2.3. All hours in excess of forty-eight (48) hours per week shall be compensated at twice the employee's hourly rate.

Sub-Paragraph 7.9.2.3.1. All hours worked on Saturday shall be compensated at no less than one and one-half (1 ½) times the employee's base hourly rate.

Sub-Paragraph 7.9.2.3.2. All hours worked on Sunday shall be compensated at no less than two (2) times the employee's base hourly rate.

Paragraph 7.9.2.4. Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Paragraph 7.9.2.5. Employees shall have the option to reject offers to work overtime, without

prejudice, except in emergency situations as defined by his/her immediate supervisor.

Paragraph 7.9.2.6. All employees who are required to participate in inservice training will be paid at their regular rates as noted in Schedule A of this Agreement.

Section 7.10. Separate Agreements

The District agrees not to enter into any written agreement or contract with employees covered by this bargaining agreement, individually or collectively, which is inconsistent with the terms of this Agreement.

ARTICLE VIII

MAINTENANCE SPECIAL PROVISIONS

Section 8.1. The number of and duration of lead position assignments shall be determined by the District. Selection shall be made via an interview committee made up of an equal number of members appointed by the District and the Union, with the selection forwarded to Personnel for action by the Board.

Section 8.2. Raingear

The District will have a minimum of six (6) sets of raingear available for use by employees covered by this Agreement when their duties necessitate such.

Section 8.3. Lead Stipend

The Lead Stipend rate shall be as shown in Appendix A.

Section 8.4. **EXCEPT** under extenuating circumstances supervisors shall not perform work ordinarily performed by employees subject to this Agreement.

Section 8.5. Maintenance personnel may be assigned on a temporary or emergency basis, not to exceed five (5) workdays, to assist in trades other than their own.

Section 8.6. Maintenance Qualifications

In order to qualify for a maintenance position, an applicant must meet the following criteria:

- A. Hold a valid union journeyman card; or
 - B. Hold a valid Washington State Journeyman Certificate;
- OR
- C. Have four (4) years experience in the particular trade and meet the requirements of the job description as determined by the Maintenance Supervisor.

Section 8.7. Summer Shifts

If the maintenance employees and the District agrees to do so, there may be a four-day workweek, ten (10) hours per day, **OR** employees may be scheduled to work a 6 a.m. to 2:30 p.m. shift five days per week, during the summer break when school is not in session.

Section 8.8.

The District shall make available to new maintenance employees such tools as are required to perform their assigned duties and will replace the tools to present employees that can demonstrably be shown to have been lost, stolen, or broken.

Section 8.9.

Painting

All major paint jobs shall be done by employees in the job title of painter.

ARTICLE IX

TRANSPORTATION SPECIAL PROVISIONS

Section 9.1.

Recognizing that personnel in the Transportation unit present special shift problems, the parties agree that shifts shall be established in that unit in relation to routes and driving times requisite to fulfilling tasks assigned by the Transportation Supervisor.

Section 9.2.

The driving time for each entire route or combination of runs is determined by the Supervisor of Transportation and is figured to the nearest quarter (1/4) hour.

Section 9.3. Minimum Day

The minimum day for drivers working both morning and afternoon will be four (4) hours, and for those working either morning or afternoon it will be two (2) hours at their regular rate.

Section 9.4. Pay Provisions

Clause 9.4.1. Duty Call

Drivers shall receive a minimum of two (2) hours pay for each duty call. A duty call is defined as any work other than the normal work shift and workday. No prior notification of cancellation of an extra trip before the driver has arrived shall necessitate pay for a two (2) hour duty call. No driver shall have his or her shift split more than once daily.

Clause 9.4.2. Waiting Time on Extra Trips

Drivers shall be paid regular driving pay for the waiting time on extra trips; **PROVIDED**, however, that drivers shall be subject to the provisions relative to overtime hereinafter provided.

Clause 9.4.3.

Drivers having extra trips or extra time will be paid in accordance with the time for the route if such trips are contiguous with either their morning or afternoon trips; otherwise, drivers shall be paid for a minimum of two (2) hours at their regular rate.

Clause 9.4.4. Preparatory Time

In addition to the established driving time for his/her regular runs, the driver will be paid at his/her regular pay rate for an additional sixty (60) minutes per day for duty as follows, provided the driver shows up fifteen (15) minutes prior to departure, or has any waiting time as per Paragraph 9.4.4.2.

Paragraph 9.4.4.1.

Reporting fifteen (15) minutes prior to approved departure time in the morning to assist with warm-up of engine, to sweep and dust bus, to clean windows and make pre-trip check; ten (10) minutes before afternoon run departure time for engine warm-up, pre-trip check

and dusting. If a driver cannot arrive at the garage ahead of departure time as specified above to handle the pre-trip duties, this work may be assigned to others with a corresponding adjustment in the daily time allowance for such duties. No driver, however, shall be relieved of the responsibility of making the pre-trip check of his/her bus.

Paragraph 9.4.4.2.

For any additional time or waiting time necessitated in making the regular runs when the time of beginning or dismissal of school is changed temporarily due to weather conditions or other reasons. This section shall be reviewed by the parties hereto from time to time as appropriate.

Paragraph 9.4.4.3.

For making route and load reports, discipline reports, accident reports and conferences. Drivers who must spend a great amount of time on a particular accident, or who must attend court to testify concerning accidents involving them while on duty, will be paid in such a way as to compensate them in accordance with the circumstances involved.

Paragraph 9.4.4.4.

The pay rate for extra work such as chaining, gassing, or bus washing shall be compensated at the employee's base hourly rate.

Paragraph 9.4.4.5.

EXCEPT as hereinabove provided, drivers shall be compensated at the appropriate rate for all hours worked.

Clause 9.4.5.

Drivers shall receive their regular rate of pay for time spent in regular staff meetings called by the Superintendent or Transportation Supervisor. Drivers shall receive a minimum of one hour's pay for each such meeting. Drivers required to attend first aid training shall receive their regular rate of pay, or at overtime where appropriate. Drivers serving on either the

Safety or Drivers' Committees called by the Superintendent or Transportation Supervisor will be compensated at their regular hourly rate.

Clause 9.4.6.

Drivers shall receive two (2) hours' pay to drive their routes during a time following bid selection and before the start of school for purposes of route familiarization.

Section 9.5. Overtime

Drivers shall be compensated for overtime in accordance with this section.

Clause 9.5.1.

All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.

Clause 9.5.2.

All hours worked on Saturday shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.

Clause 9.5.3.

All hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

Section 9.6. Regular Runs

The District shall, on or before June 1 of each year, notify each bus driver, in writing by individual letters, as to the date, time, and place for bidding for regular assignments that school year. If such notice is mailed, it shall be sent to the employee's most current address on file. Regular runs shall be selected by drivers, or drivers' designees, in accordance with seniority prior to the beginning of each school year.

A Union representative shall be afforded an opportunity to be present in the room during the bidding. Such regular runs shall end on the last day of school each year, **EXCEPT** for out-of-District runs, activity runs, and other special runs which operate on a different calendar. Regular runs shall be established to provide the most hours in the shortest workday

as is feasible. Regular runs will be initially selected based on estimated inclusive times. No changes shall be made during the first ten (10) workdays of each school year, **EXCEPT** as required in order to cover unexpected variations. Thereafter, changes shall be made in accordance with seniority whenever a change of driving time of thirty (30) minutes or more per day occurs. In the event an adjustment is in order, the employee affected shall be so notified immediately. Such required changes shall take effect within five (5) workdays. It is agreed that regular runs which occur during the summer shall be posted for bid during the last two (2) weeks of school, provided they are known at that time. All new or open runs which become known subsequent to the regular run bidding, including summer bus runs, shall be posted no less than five (5) workdays. All new or open runs shall be posted within five (5) days of their creation or vacancy. Interested drivers shall sign up for the run, and the run shall be awarded to the senior eligible driver of those who signed up.

Clause 9.6.1.

Regular runs shall consist of a.m. and p.m. runs. Kindergarten and activity routes known prior to bidding may be included in regular runs.

Clause 9.6.2.

Mid-day runs, such as kindergarten routes known prior to bidding, may be bid by employees in the order their seniority permits. Once the combination of a.m., mid-day, and p.m. runs is established through the bidding process, it will be considered a package for the remainder of the year.

Should the package come open during the year, it will be made available as a package to the most senior driver requesting it. If an a.m./p.m. only comes open and the most senior driver requesting it has a mid-day, the driver may keep the mid-day (assuming it can be accommodated) and combine it with the open a.m./p.m. to make a new package. If a mid-day only comes open, it will be made available to the most senior driver who can accommodate it; it will not be posted. If no regular driver bids a temporary-regular run, the mid-day will be separated from it and from the mid-day offered to the most senior driver who is able to accommodate it. The rest of the run will be available to substitutes. When the regular driver returns, the entire package will return to the regular driver.

Clause 9.6.3 Temporary Regular Route

In the event a regular driver is approved for a leave of absence for a period extending thirty (30) working days or more, the driver's route shall be posted per the provisions of Section 9.6.2 as a temporary-regular route.

A driver in a temporary-regular status shall accrue seniority per Section 14.1, and be eligible for benefits per provisions of Article VII and XVI. Seniority accrued during the assignment will be frozen at the end of the temporary assignment.

The assignment shall end upon the regular driver returning, or the end of the school year, whichever event occurs first. The temporary-regular driver shall return to substitute status. Seniority accrued shall apply to route bidding.

Clause 9.6.4 Supplemental Runs

Supplemental runs shall consist of Head Start, therapy, and any multiple scheduled bus run that is neither a regular run nor an extra trip. Gasoline, oiler and telephone call-in positions shall be considered as supplemental runs, except when performed by the Special Education Dispatcher. Kindergarten and activity routes that are not known prior to regular run bidding dates shall be considered as supplemental runs. Supplemental runs shall be paid at the employee's regular rate of pay and shall be considered part of the employee's regularly scheduled hours for purposes of calculating insurance and other benefits. These runs shall be awarded within ten (10) working days to the senior eligible driver desiring such run, as they become available. **EXCEPT** in an emergency, acceptance of extra trip assignments or supplemental runs shall be strictly voluntary; no driver shall be required to accept an extra trip or a supplemental run, unless the District would be required to create a new route. In such a case, the run will be assigned to the least senior driver who can accommodate it.

Section 9.7. Extra Trips

All trips other than regular runs or supplemental runs shall be awarded to drivers according to the following procedures:

Clause 9.7.1.

All extra trips shall be assigned in compliance with the following section of this Agreement; **PROVIDED**, however, that

no driver shall be eligible to work more than forty (40) hours in any workweek, exclusive of hours worked on Saturday or Sunday, when another eligible driver is available and would not be put into overtime.

Clause 9.7.2.

Assignment of extra trips shall be made on the basis of a "Trip Board." The most senior driver who signs up for the extra trip shall be awarded the trip. No driver may give up any extra trip or supplemental run or regular run previously awarded in order to take an extra trip, if Clause 9.7.1. above would be violated. There shall be no pre-empting of regular runs by drivers who wish to take extra trips.

Clause 9.7.3.

Trips are to be dated as they are received by the Transportation Office. All extra trips shall be awarded to the most senior appropriate driver signing the "Trip Board." If the extra trip is posted before a driver's regular run clock-out time, the driver has until the driver's next regular run clock-in time to reply. If there is no reply, the dispatcher shall assign the extra trip to the next senior driver on the sign-up sheet.

Clause 9.7.4.

Drivers shall not be eligible for extra trips during periods of absence due to illness. Drivers absent for personal illness on the last working day before a Saturday, Sunday, or holiday trip shall not be eligible to drive such trip and will lose his/her turn on the list until the process begins anew. Drivers absent for other reasons will be able to drive such trips **PROVIDED** they contact the Transportation Office by 3:30 p.m. on the last working day prior to the scheduled trip to verify their availability and confirm the start time of the trip.

Clause 9.7.5.

The dispatch book shall be made available for driver viewing by the Transportation Office.

Clause 9.7.6. **Ski Trips**

Ski trips are extra trips, and they shall be awarded on the basis of a "Ski-Trip Sign-up Sheet." The most senior qualified driver who signs up for the ski trip shall be awarded the trip.

Because of the special nature of extra trips to ski school areas, such assignments shall be made only to those drivers who meet special icy conditions driving qualifications as determined by the Transportation Supervisor. Practical tests may be a part of determining qualifications. A minimum of two (2) years experience driving a large bus shall be a requisite before a driver is considered qualified to take a ski trip. All ski trip runs shall require at least one mechanic to perform mechanic's duties on District buses. If the District sends more than eight (8) buses on a ski trip, it must send a mechanic or a driver who is capable of adequately assisting the primary mechanic.

Clause 9.7.7. Trip Board

A trip board shall exist for extra trips, supplemental runs which cannot be undertaken by the assigned driver due to absence; and for Saturday, Sunday, or holiday trips.

Paragraph 9.7.7.1 Extra Trips

Extra trips will be posted five (5) work days before the day of the trip. Posting shall include the following information: date of trip, time of departure and return, origin and destination, and type of activity. All changes to the posted trips, or new trips that are received after the initial posting, will be noted in red. The senior driver who signs up for the trip, and who can accommodate the trip without conflict with his/her regular route and without resorting to overtime, will be assigned to the trip. A substitute may be assigned if no regular driver requests or is eligible for the trip. Trips will normally be assigned two (2) work days prior to the trip date. Assignments for trips that are received or changed on short notice will be made as soon as practicable before trip departure. If a trip cannot be assigned without resorting to overtime, a list of drivers who are willing to take extra trips will be consulted, and the senior available driver will be offered the trip, **EXCEPT** that in cases of emergency or extremely short notice, the senior driver who is immediately available will be offered the trip.

Paragraph 9.7.7.2. Supplemental Runs

Supplemental runs which cannot be undertaken by the assigned driver due to absence will be posted as soon as the absence is known. These runs will be assigned to the senior driver who signs up for the run, and can

accommodate the run without conflict and without resorting to overtime, or to a substitute if no regular drivers sign up or are eligible. These runs will normally be assigned by 8:00 a.m. on the day of the run, unless the run is received on short notice. In such cases, the assignment will be made as soon as practicable before departure time.

Paragraph 9.7.7.3. Saturday, Sunday ,Holiday Trips

Saturday, Sunday, and Holiday extra trips shall be awarded on a rotating seniority basis, with driver selections based upon a current list of interested drivers. There shall be a Saturday, Sunday, and Holiday list of interested drivers. If an extra trip that a driver has selected is subsequently canceled, the affected driver's name shall be placed at the top of the seniority list for the following Saturday, Sunday, or Holiday list. It is understood that the rotation process begins anew each school year. Declining to take a Saturday, Sunday, or Holiday extra trip that was posted after 2 p.m. on Friday will not subject that driver to loss of position on the Saturday/Sunday/Holiday seniority rotation.

Section 9.8. Miscellaneous Transportation Provisions

Clause 9.8.1. Probation

Grievance beyond Step One, discipline and discharge procedures as contained herein are not applicable to new employees during their probationary period. New employees shall be entitled to all other provisions of this Agreement.

Clause 9.8.2. School Early Dismissals

Drivers shall not be penalized for lost route time due to unscheduled early dismissal of school. Affected drivers shall receive no less than the same number of hours they would have received, had there been no early dismissal.

Clause 9.8.3. Student Problems

The District and the drivers shall employ a uniform disciplinary system to deal with student rider problems. Enforcement of this provision shall be the responsibility of the Superintendent or designee.

Clause 9.8.4. Vehicle Safety

As per RCW 46.37.010, it is the driver's decision as to whether or not his/her vehicle is in unsafe condition.

Clause 9.8.5. Bus Service Records

Upon request, a driver will be permitted to review the service record of his/her bus.

Clause 9.8.6.

The District shall provide each driver with one (1) flashlight and one (1) set of batteries. It shall be the responsibility of the driver to store and maintain the flashlight in good working order, **EXCEPT** that the District will provide drivers new batteries upon proper receipt of expired batteries. Upon a driver's termination from employment, the driver will return the flashlight to the Transportation Administrator or designee.

Clause 9.8.7.

The District shall provide each wheel chair bus with a rain coat with a hood.

Clause 9.8.8. Driver Trainer Premium Pay

Bargaining unit members who are Certified OSPI Driver Trainers and who have performed duties as directed by the Transportation supervisor will receive an hourly pay premium for time worked in that capacity. The premium rate shall be shown on Appendix A and is subject to all provisions of this Agreement. The assignment of these duties will be exempt of Article IV, Section 14.7. Duties performed as a Driver Trainer will be on a voluntary basis.

Section 9.9. Garage Personnel

Clause 9.9.1.

The number of and duration of lead position assignments shall be determined by the District. Selection shall be made via an interview committee made up of an equal number of members appointed by the District and the Union, with the selection forwarded to Personnel for action by the Board.

Clause 9.9.2. Rain Gear

The District will have a minimum of six (6) sets of rain gear available for use by employees covered by this Agreement when their duties necessitate such.

Clause 9.9.3. Lead Stipend

The lead stipend rate shall be as shown in Appendix A.

Clause 9.9.4.

EXCEPT under extenuating circumstances, supervisors shall not perform work ordinarily performed by employees subject to this Agreement.

Clause 9.9.5.

EXCEPT in situations when no other qualified personnel are available, no garage personnel shall be required to drive school bus runs. Mechanics qualified to drive buses shall be listed on the bus drivers' seniority list for purposes of taking extra trips, and they shall comply with Section 9.7. A mechanic's seniority shall be used for this list. Any garage personnel awarded such extra trips shall be paid at the bus driver regular rate.

Clause 9.9.6.

The District shall furnish seven (7) pairs of coveralls to each garage employee. Coveralls will be cleaned by the District and will be replaced as needed.

Clause 9.9.7. Summer Shifts

If the garage personnel and the District agree to do so, there may be a four-day workweek, ten (10) hours per day, **OR** employees may be scheduled to work a 6 a.m. to 2:30 p.m. shift and a second shift based on needs of the District five days per week, during the summer break when school is not in session.

Clause 9.9.8. Normal Work Hours

Normal work hours for current garage personnel will be from 6 a.m. to 2:30 p.m. daily or from 11 a.m. to 7:30 p.m. daily, inclusive of a one-half (1/2) hour for lunch. Current swing shift

garage personnel will work a seven hour shift plus one-half (1/2) hour for lunch.

Clause 9.9.9. Tool Replacement

The District shall replace such tools for garage personnel that are required to perform their assigned duties that can demonstrably be shown to have been lost, stolen, or broken, **PROVIDED** such garage personnel have furnished the District with a tool inventory by June 1 of each year.

Clause 9.9.10 New Vehicles

When the District acquires new vehicles, factory training on those vehicles will be provided for the garage employees when the manufacturer or dealer provide it.

Clause 9.9.11 – Boot Allowance

The District shall provide the mechanic personnel with one (1) pair of steel-toed boots each year, up to a maximum cost of \$120.00, or replaced as needed upon authorization of supervisor.

Clause 9.9.12 – ASE Certification

An Automotive Service Excellence (ASE) certification stipend shall be paid for the bus mechanic positions in the amount of \$75.00 for each certificate earned in the six areas relevant to the bus mechanic positions; up to six (6) certificates (\$75.00 for each one earned) and up to a maximum of \$450.00 per year, upon completion of the certification. Said stipends shall be paid each year for the five (5) year period annually (November and May pay periods) following completion of the certificate. The District shall also pay for the registration fee and the first testing fee, whether said testing is performed either online or at a designated site.

ARTICLE X

NUTRITION SERVICES SPECIAL PROVISIONS

Section 10.1. All regular Nutrition Services employees will be employed on an hourly basis for time actually spent on their assignment. Pay for vacation will be made according to other provisions of this Agreement.

Clause 10.1.1.

The normal work year for K-12 Nutrition Services employees is 180 days, **EXCEPT** that the District may schedule some Nutrition Services employees to fewer than 180 days because of altered building schedules which cause fewer lunches, or no lunches, to be served. The minimum work shift for K-12 Kitchen Managers, Cooks and/or Bakers, and Elementary Leads in breakfast serving finishing kitchens, will be six (6) hours. Notwithstanding the six-hour minimum work shift provided above on early release and/or easy menu days, Kitchen Managers, Elementary Leads in breakfast-serving kitchens, Cooks and/or Bakers may clock out prior to the end of their regular shift upon approval of their immediate supervisor. If Nutrition Services personnel clock out early on such days, they will be paid for all hours worked.

Clause 10.1.2.

Designated Kitchen Managers, Cooks, and Bakers will be paid for an additional two days. Designated Elementary Leads will be paid for an additional one day.

Clause 10.1.3.

All Nutrition Services employees will be guaranteed the minimum number of hours assigned at the beginning of each school year for the duration of that school year, **EXCEPT** in the case of a financial emergency which requires reduction in hours, or in the case of scheduled student early dismissal days.

Clause 10.1.4.

Nutrition Services positions that have been combined will not be separated unless the position is vacant.

Clause 10.1.5

Renton School District will provide all towels, laundry facilities and laundry supplies used by Nutrition Services employees.

Clause 10.1.6.

Upon request, the District will inform the Union of lunch pricing policies and menu adjustments.

Clause 10.1.7.

The District may, from time to time, authorize additional hours beyond the normal work shift. Any such hours will be paid at the employee's regular hourly rate, or at overtime when appropriate. When the District increases an employee's normal work shift by at least fifteen minutes (15) per day for at least thirty (30) out of forty (40) consecutive work days, the employee shall be so notified and the employee's contracted normal work shift and FTE shall be adjusted to reflect the increase. Such required change shall take effect within five (5) work days.

Clause 10.1.8.

Nutrition Services employees shall receive an annual clothing allowance of \$96.00. Such employees working less than four (4) hours shall receive a prorated amount annually. Such payment shall be payable annually either as a stipend or as reimbursement, at the employee's option. (See Section 20.9). Employees shall wear clothing that complies with the District dress standards.

Clause 10.1.9

In order to foster the professional growth of employees, Nutrition Services employee shall receive an annual stipend of two hundred dollars (\$200.00) for the School Nutrition Association (SNA) certificate stipend earned by December 31 of the school year in which it is paid, and payable in the June pay warrant.

ARTICLE XI

SUBSTITUTES

Section 11.1.

Substitutes, as defined in Article I, Section 1.4, shall be covered by this Agreement. This shall include only those substitutes employed by the District who have worked for thirty (30) days within the current school year or thirty (30) days in the immediately preceding school year and who continue to be available for work as substitutes. Substitute employees may not combine days from two different school years to accumulate the thirty (30) days required for representation and need not work a "new" thirty (30)-day period once representation is established for that year.

- Section 11.2.** Substitute pay rates shall be established on the attached Appendix A.
- Section 11.3.** All sections of this Agreement shall apply to substitutes except Articles VII, VIII, IX, X, XII, XIII, XIV, XV, XVI, XIX (beyond Step I).
- Section 11.4.** Substitute employees who will continue to be employed in such capacity will receive a notification of continued employment in June indicating continued employment beginning in September for the next school year.
- Section 11.5.** If a substitute has worked at least ninety (90) consecutive days in the position for which he/she subsequently is selected for regular, continuing employment, he/she will not be required to serve the ninety (90) day probationary period referred to in this Agreement.
- Section 11.6.** Selection of candidates for regular positions shall be determined with consideration being given to length of work experience with the Renton School District, previous work experience, training, recommendations, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
- Section 11.7.** Substitutes may not be hired in lieu of or to avoid the hiring of regular full time employees.

ARTICLE XII

HOLIDAYS AND VACATIONS

Section 12.1. Holidays

All employees shall receive holidays as follows:

Clause 12.1.1.

All twelve (12) month employees shall receive the following paid holidays:

1. Day before or after New Year's Day
2. New Year's Day
3. Legally designated day for Martin Luther King Jr.'s Birthday

4. Legally designated day of President's Day
5. Monday or Friday of Spring Vacation
6. Memorial Day
7. Day before or after Independence Day
8. Independence Day
9. Labor Day
10. Veterans' Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Day before or after Christmas
14. Christmas Day

Clause 12.1.2.

All less than twelve (12) month employees shall receive the following paid holidays:

- | | |
|----------------------------------|---------------------------|
| 1. Labor Day | 7. New Year's Day |
| 2. Veterans' Day | 8. Martin Luther King Day |
| 3. Thanksgiving Day | 9. President's Day |
| 4. Day after Thanksgiving | 10. Memorial Day |
| 5. Day before or after Christmas | 11. Independence Day |
| 6. Christmas Day | |

Clause 12.1.3. Un-worked Holidays

Clause 12.1.3 Un-worked Holidays

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked either their last scheduled shift preceding the holiday or their first shift succeeding the holiday, and are not on authorized leave of absence nor in payroll deduct shall be eligible for pay for such un-worked holiday. Exceptions to this requirement will occur if employees can furnish proof satisfactory to the District that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular work days and those who are in payroll deduct due to catastrophic events involving themselves or a family member as defined in Article XIII, Section 13.1 must show proof satisfactory to the District.

Clause 12.1.4. Worked Holidays

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours worked on such holidays.

Clause 12.1.5. Holidays During Vacation

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) extra day of vacation with pay in lieu of the holiday as such.

Section 12.2. Vacations

All employees subject to this Agreement shall be credited with hours of vacation credit, based on regular hours worked. Such vacation credit shall be earned, vested, and used as designated in this Article.

Clause 12.2.1.

The vacation credit to which an employee shall be entitled shall be computed in accordance with the following rules:

Paragraph 12.2.1.1.

An employee with less than five (5) years service will earn one (1) hour vacation credit for each twenty-five (25) hours worked.

Paragraph 12.2.1.2.

An employee with more than five (5) but less than nine (9) years of service will earn one (1) hour vacation credit for each sixteen and thirty-three hundredths (16.33) hours worked.

Paragraph 12.2.1.3.

An employee with more than nine (9) but less than fifteen (15) years of service will earn one (1) hour vacation credit for each twelve (12) hours worked.

Paragraph 12.2.1.4.

Vacation credit for employees with more than fifteen (15) years of service shall be computed so as to provide one (1) additional day (prorated) for each additional five (5) years of service.

Paragraph 12.2.1.5.

In computing the total vacation credit for any period of service, part of an hour will be disregarded if less than one-half (1/2) hour; otherwise, it will be counted as a full hour.

Paragraph 12.2.1.6.

For every regular workday from which an employee is absent on sick leave, bereavement leave, emergency leave, or due to a holiday, the hours of the employee's normal work shift shall be credited as if worked.

Clause 12.2.2.

EXCEPT as provided in the following section, vacation hours shall be credited monthly, as accrued. Employees may accrue a balance up to 240 hours of vacation; **PROVIDED**, however, no employee shall be denied accrued vacation benefits due to District employment needs. Any employee leaving the employ of the District, who has completed the probation period, will receive vacation on a prorated basis, not to exceed 240 hours, of the actual months of service. Upon death of an employee in active service, prorated vacation pay, not to exceed 240 hours, will be made to the estate of the deceased employee.

Clause 12.2.3.

Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final pay check; **PROVIDED**, they have given two (2) weeks notice of intent to terminate. No employee, or his or her estate, shall be entitled to cash out more than 240 hours of accrued vacation in his or her final two years of employment. The District has final authority in granting vacation time for less than annual employees. The District will also record additional hours worked by affected employees beyond their work assignments and will pay vacation on those additional hours in July.

Clause 12.2.4.

The District shall consult with affected individual employees before scheduling their vacations.

ARTICLE XIII

LEAVES

Section 13.1. Sick Leave

Clause 13.1.1

All employees hired for twelve (12) months will receive twelve (12) days sick leave each year for absence due to personal illness, injury, and emergencies. Such sick leave shall be available to (a) care for a child of the employee with a health condition that requires treatment or supervision, or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.

Clause 13.1.2.

All employees hired for one hundred eighty (180) days or more will receive twelve (12) days sick leave each year.

Clause 13.1.3.

All employees hired for less than one hundred eighty (180) days will receive to the nearest half day a prorated portion of twelve (12) days as the total number of days employed as compared to one hundred eighty (180) days.

Clause 13.1.4.

Days used for Emergency-Hardship leave will be deducted from the employee's accumulated sick leave days.

Clause 13.1.5.

Each employee shall be credited in advance with the sick leave allowance at the beginning of each school year or at the beginning of employment.

Clause 13.1.6.

Sick leave provided and not taken shall accumulate from year to year up to a maximum as prescribed by SPI rules, regulations, or guidelines. Such accumulated time may be taken at any time during the work year or up to twelve (12) days per year may be used for the purpose of payments of unused sick leave. Employees having accumulated more than one hundred eighty (180) days shall be allowed to use those days as prescribed by SPI rules, regulations, or guidelines.

Clause 13.1.7.

In January of the year following any year which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation. **PROVIDED**, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

Clause 13.1.8.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days' accrued leave for illness or injury.

Clause 13.1.9.

Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

Clause 13.1.10

A doctor's certificate is needed for sick leave absences lasting more than four (4) consecutive days.

Paragraph 13.1.10.1.

Employees who are absent two (2) consecutive days because of an injury either on or off the job are required to have the attending doctor certify their fitness before they return to work.

Clause 13.1.11.

For each day's absence beyond accumulated sick leave days, a deduction of the full day's salary will be made.

Clause 13.1.12.

Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

Section 13.2. Leave Sharing

Clause 13.2.1.

Employees of the Renton School District may participate in the Renton School District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.

Clause 13.2.2.

An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.

Paragraph 13.2.2.1.

An employee who has an accrued sick leave balance of more than four hundred eighty (480) hours may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee request a transfer of more than six (6) days of sick leave during the twelve (12) month period of September 1 through August 31, or request a transfer that would result in his or her sick leave account going below four hundred eighty (480) hours.

Paragraph 13.2.2.2.

An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going below ten (10) days.

Clause 13.2.3.

Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.

Clause 13.2.4.

An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Clause 13.2.5.

An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to the District Business Office. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.

Clause 13.2.6.

An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his/her sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave, and

must not be eligible for time loss compensation under Chapter 51.32 RCW.

Clause 13.2.7.

The amount of leave which an employee may receive shall be based on employee request and/or his/her personal physician's judgment; **HOWEVER**, an employee shall not receive a total of more than one contractual year's worth of leave or 260 days, whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with the Personnel Department for a time period not less than the amount of leave transfer requested.

Clause 13.2.8.

While an employee is on leave, he/she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.

Clause 13.2.9.

Transfer of leave shall not exceed the donating employee's requested amount.

Clause 13.2.10.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.

Clause 13.2.11.

The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.

Clause 13.2.12.

The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

Clause 13.2.13.

Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

Section 13.3 Leave for Bereavement

Up to five (5) days leave with pay will be allowed, per occasion, upon request, for death in the immediate family which includes spouse, children, parent or sibling. Up to two days leave with pay will be allowed, per occasion, upon request, for the death of an in-law, grandparent of the employee or his/her spouse or grandchild. Such leave shall not be deducted from sick leave and is non-cumulative. In special cases the Superintendent may grant extra leave.

Section 13.4. Emergency Leave

Clause 13.4.1.

Three (3) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to the Office of the Superintendent, employees may be granted additional Emergency Leave days with pay. Additional days will be granted: (1) if the situation is as defined in this Section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

Clause 13.4.2.

Situations for which emergency leave is used must be an emergency situation of an unforeseen nature suddenly precipitated necessitating the employee's absence during their work hours and must be of such a nature that pre-planning or rescheduling is not possible or such that pre-planning or rescheduling could not eliminate the need for such leave during the employee's work hours.

Clause 13.4.3.

Employees with special hardship situations may, upon request, be granted an additional emergency day without loss of pay at the discretion of the Superintendent.

Clause 13.4.4.

This leave may be used for any reasons of an emergency nature, including illness or injury in the family **EXCEPT** as provided in Clause 13.1.1., funeral of friends and legal affairs which cannot be scheduled outside the normal working day.

Clause 13.4.5.

Weather conditions for local travel to and from school shall not be considered as a valid reason for an emergency leave.

Clause 13.4.6.

Emergency leave for purposes of illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave shall be cleared through the department supervisor and then reported on the usual absentee report.

Clause 13.4.7.

Emergency leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the usual absentee report for final Payroll approval by the Personnel Department.

Section 13.5. Maternity Leave

Upon application therefore, the District shall grant maternity leave. Such leave shall commence at such time as the employee, and her medical advisor, deem necessary. Employees granted maternity leave must return to work not later than one (1) year following the granting of the maternity leave. Employees granted maternity leave may, at their option, and for the term of the disability as indicated by the physician, be allowed compensation for maternity leave in accordance with Section 13.1.1. above. Before returning to work, the employee must give the District two (2) weeks notice of intent to return and must be certified by her physician as ready and able to return.

Section 13.6. Paternity Leave

A male employee, upon request, may be granted two (2) days leave with pay on or about the date of the birth of his child. Such leave shall not be deducted from accumulated leave.

Section 13.7. Judicial Leave

In the event an employee is summoned to serve as a juror, or appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day of required presence in court; **PROVIDED**, however, that any compensation received for such service shall be paid to the District. Such repayment shall not exceed the employee's normal daily pay less bona fide expenses. In the event that an employee is a party in a court action, such employee may request a leave of absence.

Section 13.8. Personal Convenience Leave

Clause 13.8.1.

At the beginning of each school year each employee will be credited with two (2) days non-accumulative leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

Clause 13.8.2.

A personal convenience leave day may be used at the discretion of the employee, except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year, or be on the first or last day of the District's students' instructional year or on a student registration day. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program. Requests for special consideration for usage of days noted herein will be considered if they are received by the Office of the Superintendent at least five (5) days prior to the day being requested. The Office of the Superintendent will consider the supporting reasons offered by the employee in determining whether the day in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need worthy of granting release from contractual responsibilities.

Clause 13.8.3

An employee planning to use a personal convenience leave day or days will normally notify his/her supervisor at least two

(2) days in advance. For employees working 260 days, one-half (1/2) of their regular daily rate shall automatically be deducted from the employee's salary for the first day's use. If a second day is used, one (1) full day's salary will be deducted. For employees working less than 260 days, the cost of the daily probationary substitute hourly rate applicable to that department (Transportation or Nutrition Services) shall automatically be deducted from the employee's salary for the first day's use. If a second day is used, one (1) full day's salary will be deducted.

Section 13.9. Leave of Absence

Clause 13.9.1.

Upon written request by the employee and the recommendation of the Superintendent, leave of absence may be granted to any employee for purposes of: (a) Illness; (b) Family Emergency; (c) Maternity; (d) Military Service; (e) Education; (f) Judicial Leave; or (g) Adoption.

Clause 13.9.2.

Leave of absence of any employee on leave for reasons other than military service will terminate at the end of one (1) year in which no service has been rendered.

Clause 13.9.3.

EXCEPT for military service, there shall be no other employment while on leave without prior approval of the Superintendent.

Clause 13.9.4.

The District will state in writing the terms of the leave of absence. The returning employee will be assigned to the position occupied before the leave of absence, or to a position substantially equal in duties and compensation. Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the District to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the District presently hires substitutes.

Clause 13.9.5.

The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence.

Section 13.10. Release Time

In recognition of the need for Union officials to have time during regular business hours to perform the duties associated with his or her office, the District shall allow such official regularly scheduled release time under the following conditions:

Clause 13.10.1.

The released time shall be for full time, year-to-year. During this period, the official shall work exclusively for, and advance the interests of, the District and the Union.

Clause 13.10.2.

Any changes requested in the amount of released time should be mutually agreed upon between the Union and the District.

Clause 13.10.3.

The Union shall reimburse the District an amount equal to the actual salary and benefits of the official, commensurate with the amount of released time, and be billed and paid monthly.

Clause 13.10.4.

During the year in which released time is granted, the official shall be deemed a full time employee of the District and shall retain and/or accrue all of the normal benefits, seniority, and salary schedule placement regularly due a full time employee.

Clause 13.10.5.

The official shall have full rights to reinstatement, subject to retention, layoff and recall provisions, if applicable, in his/her original job (or similar position if the original position no longer exists) at the termination of his/her office.

Clause 13.10.6.

As a District employee, the official shall be subject, during the period of this leave, to the same District policies, regulations and contract provisions as other employees.

Section 13.11. Family Medical Leave

Clause 13.11.1.

An eligible employee, whether male or female, may request up to twelve (12) work weeks of family medical leave during any twelve (12) month period. An eligible employee is anyone who was employed by the District for at least 1,250 hours of service during the previous 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits. The District will inform the employee of eligibility upon receipt of a request for a family medical leave.

Clause 13.11.2. Definitions

Paragraph 13.11.2.1. “Parent” is defined as the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

Paragraph 13.11.2.2. “Child” is defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability.

Paragraph 13.11.2.3. “Spouse” is defined as a husband or wife.

Paragraph 13.11.2.4. “Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

Paragraph 13.11.2.5. “Health care provider” is defined as a doctor of medicine or osteopathy who is authorized

to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services.

Paragraph 13.11.2.6. “Reduced leave schedule” is defined as a leave schedule that reduces the usual number of hours per work week or hours per workday, of an employee.

Clause 13.11.3. The family medical leave may be taken:

- A. because of the birth of a child and to care for a newborn child; **OR**
- B. because of the placement of a child with the employee for adoption or foster care; **OR**
- C. to care for a child or a spouse or parent who has a serious health condition; **OR**
- D. because of the employee’s own serious health condition.

If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of family medical leave, and leave may be granted to only one parent at a time.

Clause 13.11.4.

Family medical leave taken to care for a newborn or newly-adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee’s need for family medical leave.

Clause 13.11.5. **Intermittent or Reduced Leave**

Leave taken under Clause 13.11.3, A or B, above shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the District agree. Leave taken under Clause 13.11.3, C or D, may be taken intermittently or on a reduced leave schedule when medically necessary. If an employee requests intermittent leave, or leave on a reduced leave schedule that is foreseeable based on a planned medical treatment, the District may require such

employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave than the regular position of the employee. The taking of intermittent or reduced leave shall reduce the total leave allowed an employee only by the actual amount of leave taken.

Clause 13.11.6.

The family medical leave shall be without pay for all or part of the leave. The District may require the employee, or the employee may opt, to substitute and use his/her total accumulation of paid sick and/or vacation leave to which he or she is otherwise entitled before using family medical leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from the leave, the employee must reimburse the District for all premiums paid during the leave, unless the reason the employee does not return is due to:

- A. The continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under this Section 13.11; the District may require medical certification within thirty (30) days; **OR**
- B. Other circumstances beyond the employee's control, such as transfer of a spouse to a job location more than seventy-five (75) miles away, another relative other than immediate family member has a serious health condition and the employee is needed to provide care, or the employee is laid off while on leave.

Clause 13.11.7. This family medical leave is in addition to any leave offered by the District for sickness or temporary disability because of pregnancy or childbirth.

Clause 13.11.8. An employee who plans to take family medical leave must provide the District with a written request at least thirty (30) days in advance. If the family medical leave is not foreseeable, the employee must notify the District no later than the fifth (5th) day of absence that a family medical leave is needed and must provide a written request for a family medical leave at that time.

Clause 13.11.9. Upon returning from family medical leave, the employee shall be entitled to be returned to the same position he or she previously held or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

ARTICLE XIV

PROBATION, SENIORITY AND LAYOFF PROCEDURES

Section 14.1. The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in a regular (not substitute) position. Such date shall be referred to as "hire date," even though an employee may have entered the system as a substitute on a date earlier than the "hire date."

Section 14.2. Each new hire shall remain in a probationary status for a period of not more than ninety (90) days following the hire date (except as noted in Section 11.5), **PROVIDED** that the summer vacation period shall be excluded from the probationary period for less-than-full-year employees.

Clause 14.2.1. During this probationary period, grievance procedures beyond Step One and termination procedures are not applicable to discipline or termination of employment.

Clause 14.2.2. Probationary employees will be entitled to all other provisions of this Agreement.

Clause 14.2.3. Probationary employees may be discharged for failure to perform job responsibilities in a satisfactory manner or for misconduct.

Clause 14.2.4. In the event of promotion, the employee will be given a trial of not more than sixty (60) calendar days in the higher classification. Prior to the sixty (60) calendar days, the senior employee may request or the District may return the senior employee to his/her former position, for justifiable cause. The employee shall receive the higher rate of pay during such a trial period. Upon completion of a satisfactory sixty (60) calendar day probation period, the position will become permanent.

Section 14.3. Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement,

- with seniority retroactive to the hire date.
- Section 14.4.** The seniority rights of an employee shall be lost for the following reasons:
- A. Resignation;
 - B. Discharge for justifiable cause;
 - C. Retirement; or
 - D. Change in general job classification within the bargaining unit, as hereinafter provided.

- Section 14.5.** Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work:
- A. Military Leave (up to two [2] years);
 - B. Layoff (up to two [2] years);
 - C. Industrial injury (the second year; first year covered in Clause 14.5.1);
 - D. All authorized leaves (the second year; first year covered in Clause 14.5.1).

Clause 14.5.1. Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:

- A. Industrial injury (up to one [1] year);
- B. All authorized leaves (see Article XIII), paid or unpaid (up to one [1] year);
- C. Holidays and vacations.

Section 14.6. Seniority rights shall be effective within the general classification. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.4.

Section 14.7. Except as otherwise provided in this Agreement, the employee with the earliest hire date shall have seniority rights regarding shift selection, vacation periods and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees or new hires. If the District determines that seniority rights should not govern

because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the District, at the request of the employee or union, shall set forth in writing to the employee or employees and the organization's President its reasons why the senior employee or employees have been bypassed.

Section 14.8. Employees who change job classifications within the bargaining unit shall retain their hire dates in the previous classification for a period of one (1) year, notwithstanding that they have acquired a new hire date and a new classification.

Section 14.9. The District shall publicize within the bargaining unit for a minimum of five (5) working days the availability of open positions as soon as possible after the District is apprised of the opening. Each job posting shall state minimum qualifications for the open position. A copy of the job posting shall be forwarded to the office of the United Classified Workers Union.

Clause 14.9.1. Candidates will be selected for interview pursuant to a comparative analysis of the qualifications as noted on the job posting. Final selection for the vacant position will be made by the District with consideration being given to the degree to which the qualifications noted are met or exceeded, work history, evaluations, recommendations, and seniority. Special consideration will be given to employees covered by this Agreement who are qualified for open positions covered by this Agreement and who timely apply for such positions.

Section 14.10. Reduction in Force/Layoff

This section establishes the procedure covering reduction in force/layoff of employees. The District will consult with the Union prior to implementation of this section.

Clause 14.10.1. The number and type of positions to be retained shall be determined by the District. This information will be provided to the Union.

Clause 14.10.2. The District will establish a list of employees within each of the general job classifications noted in Article I, Section 1.4.

Clause 14.10.3. Employees within each classification shall be allowed to "bump" less senior employees in each

classification if they have proper qualifications for the work to be performed. The District will make the assignments to the less senior positions only if the employee who wishes to “bump” another employee in that classification can provide evidence of proper qualification as noted above (i.e., journeyman’s card where appropriate or record of work experience where appropriate).

Clause 14.10.4. The District will notify affected employees at least thirty (30) days in advance of impending layoffs.

Section 14.11. In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the District according to layoff ranking. Such employees are to have priority in filling any opening in the classification held immediately prior to layoff. Names shall remain on the re-employment list for two (2) years.

Section 14.12. Employees on layoff status shall file their addresses in writing with the Personnel Office of the District and shall thereafter promptly advise the District in writing of any change in address.

Section 14.13. An employee shall forfeit rights to re-employment as provided in Section 14.11. if the employee does not comply with the requirements of Section 14.12., or if the employee does not respond to the offer of re-employment within ten (10) days.

Section 14.14. An employee on layoff status who rejects an offer of re-employment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 15.1. The District shall give consideration to due process and progressive discipline in its discipline of employees covered by this Agreement. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.

Section 15.2. The District shall have the right to discipline or discharge an employee for justifiable cause, but no employee shall be discharged or suspended unless a written notice shall have been given to such employee and a copy sent to the union of a

complaint against such employee concerning work or conduct and informed of the District initiating an investigation into the initial complaint within ten (10) working days from the date the District demonstrably had knowledge of alleged violation. If such notice is not given to the employee and sent to the Union within ten (10) working days of such alleged violation, any disciplinary action resulting from the complaint shall be null and void.

Clause 15.2.1

An employee shall be entitled to receive a written statement of the reasons for suspension or discharge and/or a hearing upon request.

Clause 15.2.2.

The discipline of an employee will be handled as discretely as the situation warrants and is possible under the circumstances.

Clause 15.2.3

Upon completion of the investigation into the alleged violation, the District shall have ten (10) working days to notify such employee of the results of the District's investigation and of the disciplinary action sought, if any. Upon written request by the employee, warning notices shall be removed from Personnel files one (1) year from the date of notice if there have been no further notices for a six (6) month period.

Clause 15.2.4

Warning notices of disciplinary action will be considered collectively, not individually. Any employee who receives three (3) written warning notices of disciplinary action within 12 months shall be subject to further disciplinary action up to and including termination of employment.

Section 15.3

Plan of Improvement

Employees placed on a plan of improvement for performance reasons shall be afforded a minimum of six (6) weeks to remediate and improve their work performance. Employees failing to successfully complete a plan of improvement shall be subject to disciplinary action, up to and including dismissal from employment.

Clause 15.3.1

Upon written request by the employee, warning notices and plans of improvement shall be removed from Personnel files one (1) year from the date of the notice if there have been no further notices for a six (6) month period.

Section 15.4

Immediate Dismissal

No prior disciplinary written warning shall be necessary for discharge or suspension if the cause for the disciplinary action is sufficiently serious in the judgment of the District to require immediate action, to include theft, intoxication on the job, verified use of controlled substance(s) in violation of Board policy for safety sensitive positions, gross maltreatment or gross neglect of a child, gross negligent use of District vehicles or safety violations. The District will observe its customary due process procedure and investigation in meeting with the employee prior to discharge or suspension without pay. Every effort will be made to protect the confidentiality of the employee during the investigation.

Section 15.5

If an employee operates a vehicle in the performance of his/her duties, he/she must hold a valid Washington State Driver's License or Commercial Driver's License when required by the position.

Section 15.6

Safety Violations

If an employee receives a traffic citation in the course of performing assigned duties, the employee must inform the District by providing a copy of the citation within twenty-four (24) hours of receipt from a law enforcement agency. The District will inform the employee in writing of possible administrative/disciplinary action within ten (10) days of notification.

Clause 15.6.1

The employee must provide a copy of the court disposition to the District within twenty-four (24) hours of court hearing. If the citation is dismissed and will not appear on his/her driver's abstract, the written notification will be removed from the employee's personnel file. If the employee is found responsible by court action, the District will notify the employee within ten (10) days of the administrative/disciplinary action to

be taken.

Clause 15.6.2

Nothing in the section shall prohibit the District from disciplining employees for continued demonstrated inability to perform assigned driving duties in an acceptable manner.

Section 15.7 Notification to Non-Annual Employees

This section is intended to be applicable to those employees whose duties necessarily imply less than twelve (12) months (excluding vacations) work per year.

Section 15.8 Should the District decide to lay off any non-annual employee, the employee shall be so notified in writing prior to the expiration of the school year, or as soon as possible.

Section 15.9 Nothing contained herein shall be construed to prevent the District from discharging an employee for acts of misconduct reasonably related to the employee's assigned job responsibility which may occur after the expiration of the school year.

Section 15.10 Nothing contained in this section shall in any regard limit the operation of other sections of this Article.

Section 15.11 **EXCEPT** in extraordinary cases, and as otherwise provided in this Article, the District will give employees two (2) weeks notice of intention to discharge for justifiable cause.

ARTICLE XVI

INSURANCE AND RETIREMENT

Section 16.1

For 2004-2005, the District agrees to provide a maximum of \$582.47 per 1.0 FTE employee per month for insurance benefits for all eligible employees (1.0 FTE). This amount includes the District funded Health Care Authority (HCA) fee of \$45.50 per month for 2004-2005.

For 2005-2006, the District agrees to provide the state allocated monthly amount for health and welfare benefits as authorized and

funded in the 2005-2007 biennial state budget. Further, the District agrees to fund up to a maximum of eight percent (8.0%) of the state monthly allocated amount towards the HCA fee for 2005-2006. In the event the state legislature authorizes an HCA fee in excess of eight percent (8.0%) of the total monthly state insurance allocation, the parties agree to reopen negotiations on this item.

For 2006-2007, the District agrees to provide the state allocated monthly amount for health and welfare benefits as authorized and funded in 2006-2007 of the biennial budget. Further, the District agrees to fund up to a maximum of eight percent (8%) of the total monthly allocated amount towards the HCA fee for 2006-2007. In the event the HCA fee exceeds eight percent (8.0%) of the total monthly state insurance allocation, the parties agree to reopen negotiations on this item.

Clause 16.1.1. These benefit monies must first be applied toward the following required basic District programs:

- A. Washington Dental Service Family Dental Plan 1, including orthodontia OR Willamette Dental of Washington, including orthodontia
- B. Standard Benefits \$25,000 Term Life and Accidental Death Plan
- C. Premera Blue Cross Vision Plan A

Clause 16.1.2. The remaining monies, after application to the above, shall be applied, at the employee's option, to one of the following basic District programs until the maximum District benefit monies are exhausted:

- A. Premera Blue Cross Plans
- B. Group Health Plan

Clause 16.1.3.

The mutually agreed upon insurance program for optional benefits is:

American Fidelity Salary/Disability Insurance

Clause 16.1.4.

All newly hired employees and current employees electing pro-rata who elect to participate in District-approved insurance plans will receive prorated benefits based on their FTE status as follows:

- A. For the duration of this Agreement 1.0-FTE qualifies for the \$582.47 state minimum allocation per month as listed in Appendix B.
- B. .346 FTE through .999 FTE qualifies for the employee's pro-rated FTE portion of the amount listed in Section A above times (x) 1.152 (benefit FTE) not to exceed the 1.0 FTE amount cited above. The required dental and life program premiums will be deducted first from this pro-rated amount and the remainder can be applied to medical.
- C. .001 FTE through .345 FTE portion of the amount listed in Section A above times (x) 1.152 (benefit FTE) not to exceed the 1.0 FTE amount cited above. The prorated amount may be used for medical insurance. See Appendix B.
- D Employees at .300 FTE through .345 FTE who were hired prior to April 1, 1986 and attain a .300 FTE or greater by the open enrollment period continue to qualify for dental and life insurance benefits (as provided for in B. above) for the term of this Agreement.

Clause 16.1.5

The District and the Union agree to replace the hourly employee system with a full-time equivalent (FTE) system. The FTE computations used are:

- A. Up to the fifth (5th) full year of employment:

$$\frac{(180 \text{ days} + 11 \text{ holidays} + 7 \text{ vacation}) \times 6 \text{ hours}}{2080} = .571 \text{ FTE}$$
- B. Beginning with the fifth (5th) full year of employment:

$$\frac{(180 \text{ days} + 11 \text{ holidays} + 11 \text{ vacation}) \times 6 \text{ hours}}{2080} = .583 \text{ FTE}$$
- C. Beginning with the ninth (9th) full year of employment:

$$\frac{(180 \text{ days} + 11 \text{ holidays} + 15 \text{ vacation}) \times 6 \text{ hours}}{2080} = .594 \text{ FTE}$$
- D. Beginning with the fifteenth (15th) full year of employment:

$$\frac{(180 \text{ days} + 11 \text{ holidays} + 16 \text{ vacation}) \times 6 \text{ hours}}{2080} = .597 \text{ FTE}$$
- E. Beginning with the twentieth (20th) full year of employment:

$$\frac{(180 \text{ days} + 11 \text{ holidays} + 17 \text{ vacation}) \times 6 \text{ hours}}{2080} = .600 \text{ FTE}$$

2080

F. Beginning with the twenty-fifth (25th) full year of employment:
$$\frac{(180 \text{ days} + 11 \text{ holidays} + 18 \text{ vacation}) \times 6 \text{ hours}}{2080} = .603 \text{ FTE}$$

G. Beginning with the thirtieth (30th) full year of employment:
$$\frac{(180 \text{ days} + 11 \text{ holidays} + 19 \text{ vacation}) \times 6 \text{ hours}}{2080} = .606 \text{ FTE}$$

Clause 16.1.6.

Any premium in excess of the prorated amount will be deducted from the employee's pay.

Clause 16.1.7.

The District and the Union recognize that the monthly provision may not be fully utilized due to some employees selecting less coverage than would be paid by the District. Therefore, the District will identify the unutilized portion and distribute such amount, if any, to employees whose coverage exceeds the District contribution (pooling). The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continuing through the October payroll, provided that in no case shall an employee receive more than the amount necessary to pay for District insurance programs selected by the employee. The District will provide contributions for optional benefit plans, in addition to basic benefits, only if:

- A. Each full-time employee included in the District's pooling arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);
- B. Each full-time employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and

- C. For part-time employees included in the pooling arrangement, participation in optional benefit plans shall be governed by the same eligibility criteria and/or pro-ration of District contributions used for allocation for basic benefits.

Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one year.

Section 16.2. IRS Section 125 Plan

The District will make available to all employees, at their option, an Internal Revenue Service Code Section 125 Flexible Benefits Plan. The plan will be established, administered, and communicated to employees by the District without cost to the employees.

Section 16.3. On-the-Job Injury

Clause 16.3.1. General

Paragraph 16.3.1.1.

The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.

Paragraph 16.3.1.2.

A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness. Under R.C.W. 51.32.090, no compensation is paid for the first three (3) calendar days when a worker returns to work within fourteen (14) consecutive calendar days. When a worker returns on the fifteenth (15th) or subsequent consecutive calendar day following an on-the-job injury, the worker will be paid compensation for the first three

(3) days following the on-the-job injury.

Paragraph 16.3.1.3.

In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the employee's regular salary and the amount of time loss compensation the employee is receiving under the Industrial Insurance Laws of the State of Washington.

Paragraph 16.3.1.4.

Sixty-one (61) days following the original injury, the employee still receiving workers' compensation may elect to:

- A. receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington **OR**
- B. use any accumulated sick leave.

Paragraph 16.3.1.5.

The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.

Paragraph 16.3.1.6.

After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.

Clause 16.3.2. Absence Due to Injury

Paragraph 16.3.2.1.

Absence during the first three (3) days will not be charged against an employee's accumulated sick leave balance.

Paragraph 16.3.2.2.

Authorized absence for which the employee is being paid workers' compensation will not be charged against an employee's accumulated sick leave balance for up to sixty (60) days.

Paragraph 16.3.2.3.

Sixty-one (61) days following the original injury the employee may elect to use accumulated sick leave. Upon such election, the employee will be paid the difference between their regular salary and the workers' compensation being paid until such accumulated sick leave is exhausted.

After the exhaustion of accumulated sick leave, the employee will be eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington. Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.

Paragraph 16.3.2.4.

Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs covered by the

provisions of the law.

Clause 16.3.3. Procedures

Paragraph 16.3.3.1.

The employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and state insurance procedures. One part of the form must be taken to the physician who treats the employee for the injury.

Paragraph 16.3.3.2.

The employee must notify Personnel of any absence beyond the day the injury occurred.

Paragraph 16.3.3.3.

The employee must have a physician's written authorization to return to work.

Paragraph 16.3.3.4.

The employee shall meet the requirements of the District and of the Industrial Insurance Laws of the State of Washington for receiving medical treatment and/or workers' compensation.

Paragraph 16.3.3.5.

The employee shall return to regular duty when authorized to do so by a physician in accordance with the Industrial Insurance Laws of the State of Washington with the concurrence of the District. Upon the return to work, workers' compensation benefits for absence due to injury on-the-job shall cease. Medical treatment benefits may continue in accordance with the Industrial Insurance Laws of the State of Washington.

Section 16.4. Retirement

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the District shall report all hours worked, whether straight time, overtime, or otherwise.

Section 16.5. Tax Sheltered Annuities

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

Section 16.6. The District shall provide tort liability coverage for all employees subject to the Agreement.

ARTICLE XVII

VOCATIONAL TRAINING

Section 17.1. In the mutual interests of the District and the employees, the District shall budget funds which may be used by employees subject to this Agreement for vocational improvement. The District shall notify the Union of the amount budgeted. The amount budgeted annually is \$2,000.00.

Section 17.2. Such funds may be utilized for the following purposes as authorized by the Superintendent.

Clause 17.2.1.

Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.

Clause 17.2.2.

Expenses and materials to establish courses of study within the confines of the District which would be of mutual benefit to the employee and the District.

Clause 17.2.3.

Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

ARTICLE XVIII

UNION MEMBERSHIP AND CHECKOFF

- Section 18.1.** Each employee subject to this Agreement, who, on the effective date of this Agreement, is a member of the Union in good standing shall, as a condition of employment, maintain membership in the Union in good standing during the period of this Agreement.
- Section 18.2.** All employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section, and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section, shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement.
- Section 18.3.** The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Union may pay to the Union each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the Union in the same manner as monthly dues.
- Section 18.4.** Any employee who refuses to become a member of the Union in good standing or pay the service charge in accordance with the previous sections, shall, at the option of the Union, be immediately discharged from employment by the District.
- Section 18.5.** The District will notify the Union of all new hires within ten (10) working days of the hire date. At the time of hire, the District will inform the new hire of the terms and conditions of this Article.
- Section 18.6.** Nothing contained in this Agreement shall require Union membership of employees who object to such membership

based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 41.56.122.

Section 18.7. Checkoff

The District shall deduct UCWU dues or services charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The District shall transmit all such funds deducted to the Treasurer of the United Classified Workers Union of Washington on a monthly basis.

Section 18.8 Union Membership

The Union shall indemnify the District against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason by action taken or not taken by the District for the purposes of complying with any provisions of this Article.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 19.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

Clause 19.1.1. The interpretation and application of this Agreement.

Clause 19.1.2. The interpretation and application of specific written District Policy, Rules and Regulations.

Clause 19.1.3. **Grievance Defined**

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy,

Rule or Regulation.

Clause 19.1.4. Resolutions

Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.

Section 19.2. Grievance Steps

Clause 19.2.1. Informal Step

The employee's concerns will be presented verbally by the employee to the immediate supervisor within ten (10) working days of the date that the employee first had actual knowledge of the grievable act. The employee may have Union representation present at the meeting at his or her discretion. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. Resolution(s) resulting from these discussion(s) are not necessarily precedential in nature. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure Step One. This Informal Step does not apply to the Union as an individual grievant.

Clause 19.2.2. Step One

An employee or the Union shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. A written grievance must be submitted within ten (10) working days of the conclusion of the Informal Step described in 19.2.1 above, and must contain, at a minimum, the following data:

- A. The nature of the grievance;
- B. The sections of this Agreement or District rule/policy allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within fifteen (15) working days of receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

Clause 19.2.3. Step Two

If the grievance is not resolved to the grievant's satisfaction at Step One, the grievant may, within fifteen (15) working days after the last day the immediate supervisor has to respond in Step One, submit his grievance to the Superintendent or his designee. Within fifteen (15) working days of the receipt of the written grievance, the Superintendent or his designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to fifteen (15) working days. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) working days after the hearing, the Superintendent or his designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

Clause 19.2.4. Step Three

If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fifteen (15) working days after the last day the Superintendent or his designee has to provide the grievant with a written answer in Step Two, submit a written request to the Union that his/her grievance proceed to arbitration. Within fifteen (15) working days of receipt of the grievant's written request, the Union shall notify the grievant of its decision as to the validity of the grievance at that point and as to whether or not the Union will proceed with the grievance to arbitration. If the decision is not to proceed, then the grievant may not independently file for arbitration of his/her grievance pursuant to Step Four-A. If the Union determines the grievance to be valid and it decides to proceed, then the Union shall assist the grievant in pursuing his/her grievance through arbitration, pursuant to Step Four-A.

Clause 19.2.5. Step Four-A

If the grievance is not resolved at Step Three, the Union may, within fifteen (15) working days after receipt of the written response from Step Three, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:

Paragraph 19.2.5.1.

The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.

Paragraph 19.2.5.2.

There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the District.

Paragraph 19.2.5.3.

The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Paragraph 19.2.5.4.

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in Subsection 19.2.5.1. above.

Clause 19.2.6. Step Four-B

If the grievant is not satisfied with the resolution at Step Three, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rule or Regulation, he/she may, within fifteen (15) calendar days of receipt of the written response from Step Three, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

Paragraph 19.2.6.1.

The Board may employ a Hearing Officer to hear the case in its stead.

Paragraph 19.2.6.2.

The Board may hear the case itself.

Paragraph 19.2.6.3.

The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

Paragraph 19.2.6.4.

The grievant shall be notified of said hearing at least five (5) days prior to the set date.

Paragraph 19.2.6.5.

The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee Union if appropriate.

Section 19.3. The grievance or arbitration discussions shall take place whenever possible on school time. The District shall not discriminate against any individual employee or the Union for taking action under this Article.

Section 19.4. Timelines

The timelines provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the District or its officials to comply with answers or action within those same timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

ARTICLE XX

SALARIES AND EMPLOYEE COMPENSATION

Section 20.1. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

Section 20.2. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A and B

attached hereto and by this reference incorporated herein.

Section 20.3. Salaries contained in Appendix A, shall be for the entire term of this Agreement, subject to the terms and conditions of Article XXI. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.

Clause 20.3.1. For 2004-2005, salaries shall be as shown in Schedule A of this Agreement.

Clause 20.3.2. For 2005-2006, salaries shall be as shown in Schedule A-2 of this Agreement.

Clause 20.3.3: For 2006-2007, salaries shall be as shown in Schedule A-3 of this Agreement.

Section 20.4. Retroactive Pay

Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day.

Section 20.5. For purposes of calculating daily hours, time worked shall be rounded to the nearest one-tenth (1/10th) hour.

Section 20.6. Any employee required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per mile basis at the IRS rate per mile or District approved rate, whichever is greater.

Section 20.7. Employees required to remain overnight on District business shall be reimbursed for room and board expenditures.

Section 20.8. The compensation for any fees, **EXCEPT** driver's license fees, that are required by the District to hold a position, such as medical examinations, chest x-rays, food worker's cards, shall be borne by the District.

Section 20.9. Uniform Allowance

Each Nutrition Services, Bus Driver, Truck Driver, Audio Visual, Print Shop, Building Maintenance, Pool Maintenance Operator and Warehouse employee working four (4) hours daily shall have the option of 1) receiving an annual uniform allowance of \$104.00, or 2) turning in receipts for uniform items

up to the allowance of \$104.00 as a non-taxable reimbursement. For employees who choose the non-taxable option, all receipts must be turned into the supervisor for approval by May 31st of each year. Such employees working less than four (4) hours shall receive a prorated amount annually as noted above. Such payment shall be payable or reimbursed in June. Employees shall wear uniforms that comply with general District guidelines.

Section 20.10. The District may require any bus driver or prospective bus driver to appear for a physical examination at a District approved location as required by statute or by administrative regulation; **PROVIDED**, however, that the entire cost for such physical examination shall be borne by the District.

Section 20.11. When determining salary adjustment, the following facts are among those to be considered:

- A. Cost of Living;
- B. Comparative data of like responsibilities including journeyman trades;
- C. Funds available for salary purposes.

Section 20.12 Attendance Incentive

The parties agree to an attendance incentive program for the purpose of rewarding those regularly contracted employees who have excellent attendance, thus reducing costs associated with the hire of substitutes. The incentive will be paid on the July pay warrant for those who meet the program terms, as follows:

- 1) All regularly contracted transportation employees, including all Nutrition Services employees regularly contracted for working four (4) hours per day or more, on the following terms:

0-1 day: eligible for \$500 (day defined as the regular contracted hours per day, e.g. a 6 hour per day bus driver is: 1 day= 6 hours total; .5 day = 3 hours total)

1.1 – 3 days: eligible for \$250 (day defined as regular, contracted hours per day, as described above)

- 2) All 260 day employees: 0-2 days (0-16 hours) = \$500;
3-4 days (16.0 – 32 hours) = \$250 (1 day = 8 hours)

Authorized leave for jury duty, bereavement, military duty, and administrative leaves with pay will be excluded and not counted against the leave-time allotted.

This program is available only to regular employees (not substitutes or temporary employees) who worked the full school year, and who are on the payroll as a regularly contracted employee by no later than September 10th of each year and who remain on the payroll through June 30th of each year.

Section 20.13 CDL Licensure

The District has agreed to provide reimbursement of the CDL licensure cost of twenty-five dollars (\$25.00) every five years for each employee required to possess a CDL for his/her position.

ARTICLE XXI

TERM AND SEPARABILITY OF PROVISIONS

Section 21.1. The term of this Agreement shall be September 1, 2004 to August 31, 2007.

Section 21.2. All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, **EXCEPT** as provided in the following section.

Section 21.3. This Agreement may be reopened and modified at any time during its term upon mutual consent of the District and the Union.

Section 21.4. This Agreement shall be reopened as necessary to consider the impact of legislation enacted following the execution of this Agreement which may affect the terms and conditions herein. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, contract language to reflect the adjustments that have been necessary to bring the District into compliance with the law.

Section 21.5. This Agreement will be reopened for negotiations in the second year of the Agreement regarding attendance-incentive, sick leave usage, professional development incentive and any task force recommendations.

In the third year, the Agreement shall be open for mutually identified topics.

Section 21.6. In the event the District shall, by merger, consolidation, sale of assets, lease, or any other means, enter into an agreement with another school district which in whole or in part affects the existing bargaining unit, then such successor school district shall be bound by this Agreement and its provisions.

ARTICLE XXII

NON-REPRISAL AGREEMENT

Section 22.1. The Board of Directors of Renton School District No. 403 and its agents will take no reprisals against any employee as a result of participation in the work stoppage which began on May 9, 1989 and ended on May 16, 1989; provided that employees will not be paid for work days missed during work stoppage.

Section 22.2. The United Classified Workers Union and its members, officers and representatives will take no reprisals against any employee or student of, or visitor to, Renton School District No. 403 for non-participation in or non-support of the work stoppage which began on May 9, 1989 and ended on May 16, 1989.

ARTICLE XXIII

SUBCONTRACTING

During the life of this Agreement, the District shall not contract out bargaining unit work that has the purpose and effect of reducing hours, regular and overtime, and positions without mutual agreement of the parties **EXCEPT** that the District reserves the right to contract out asbestos removal from District facilities. Should the District consider contracting out bargaining unit work such that the purpose and effect would be to eliminate any hours, regular and/or overtime, or positions, the District shall negotiate the effect of such a decision with the Union to the extent required by law. The District shall comply with the requirements of RCW 28A.400.285 and RCW 41.56.030 as now written or hereafter amended.

ARTICLE XXIV

NO STRIKE/NO LOCKOUT

During the life of this Agreement, the Union shall not authorize, condone, or directly or indirectly encourage bargaining unit employees to engage in any strike, slowdown, or work stoppage. The District shall not lock out any bargaining unit employees. Employees who individually or collectively violate this Article XXIV may be subject to discipline up to and including termination.

SIGNED THIS _____ of _____, 2005

RENTON SCHOOL DISTRICT

CLASSIFIED WORKERS UNION

President, Board of Directors

President

Secretary to the Board

Steward

Chief Negotiator

Steward

Documents Relating

To

September 1, 2004 – August 31, 2007

**COLLECTIVE BARGAINING
AGREEMENT**

between

RENTON SCHOOL DISTRICT

and

**UNITED CLASSIFIED WORKER'S
UNION**

**UNITED CLASSIFIED WORKERS UNION (UCWU)
SALARY SCHEDULE A-1**

September 1, 2004 – August 31, 2005

Position	Hourly Rate
Garage Serviceman -----	\$18.43
Mechanic-----	\$20.37
Lead Stipend (per month)-----	\$118.50
Inventory/Parts Controller -----	\$18.54
Supply Truck, Food Delivery/Mail Delivery Driver -----	\$16.85
Warehouse Person-----	\$16.85
Warehouse Facilitator -----	\$19.98
Renton High School Central Kitchen Manager -----	\$14.16
Secondary Kitchen Manager -----	\$13.35
Cooks and/or Bakers -----	\$12.72
Elementary Lead -----	\$11.78
Cook Helpers -----	\$10.65
Special Education Dispatcher -----	\$21.05
Bus Driver -----	\$15.75
Driver/Trainer Stipend (per hour)-----	\$ 1.16
Pressman -----	\$14.48
➤ Audio-Visual Repair-----	\$20.48
➤ Network Technician-----	\$19.06
Carpenter-----	\$20.89
Electrician-----	\$20.89
Plumber-----	\$20.89
Glazier-----	\$20.89
Controls-----	\$20.89
Painter-----	\$20.89
➤ Filter Mechanic-----	\$20.89
Burner Mechanic-----	\$20.89
➤ Swimming Pool Maintenance Operator I-----	\$20.18
➤ Swimming Pool Maintenance Operator II-----	\$20.89
General Maintenance-----	\$16.27
Lead Stipend-----	\$118.50
Substitute Driver Trainer Rate (First 90 Calendar Days)	\$13.68
Substitute Driver Rate (After 90 Calendar Days)-----	\$15.75
Substitute Nutrition Services Rate (First 90 Calendar Days)	\$ 9.18
Substitute Nutrition Services Rate (After 90 Calendar Days)	\$10.65

➤ Position vacated; if filled, denotes salary

Except for Nutrition Services salaries denote a 1% increase followed by a 1% State COLA

**UNITED CLASSIFIED WORKERS UNION (UCWU)
SALARY SCHEDULE A-2**

September 1, 2005 – August 1, 2006

For September 1, 2005 through August 1, 2006, salaries for all positions, except Nutrition Services, shall be increased by the legislative 2005-2006 state allocation for salaries, if any, plus one percent (1%).

Nutrition Services positions shall be increased by 2004 Nutrition Services Salary Survey Implementation agreed to by the parties in the attached Memorandum of Understanding, in addition to the legislative 2005-2006 state allocation for salaries, plus one-percent (1%).

**UNITED CLASSIFIED WORKERS UNION (UCWU)
SALARY SCHEDULE A-3**

September 1, 2006 – August 1, 2007

For September 1, 2006 – August 1, 2007 salaries for all positions, except Nutrition Services, shall be increased by the legislative 2006-2007 state allocation for salaries, plus one-percent (1%).

Nutrition Services positions shall be increased by the 2004 Nutrition Services Salary Survey Implementation agreed to by the parties in the attached Memorandum of Understanding, in addition to the legislative 2006-2007 state allocation for salaries, plus one-percent (1%).

RENTON SCHOOL DISTRICT NO. 403

and

UNITED CLASSIFIED WORKERS UNION LOCAL #1

HEALTH AND WELFARE AMOUNTS

SCHEDULE B

2004-2005	\$582.47
2005-2006	TBD
2006-2007	TBD

LETTER OF AGREEMENT
Between
RENTON SCHOOL DISTRICT (RSD)
And
UNITED CLASSIFIED WORKERS UNION (UCWU)
Regarding Harassment-Free Environment

This Letter of Agreement memorializes that the parties have agreed to the following terms:

1. Joint commitment to assure harassment-free environment for all employees.
2. Joint commitment to report and investigate employee complaints about treatment of/by other employees.
3. Mandatory training on harassment-free environment by department; department manager and stewards to schedule mandatory training and report back to bargaining team or joint labor-management committee to schedule and plan for assuring a harassment-free environment.

For the District

For the Association (UCWU)

Date

Date

**MEMORANDUM
Of
UNDERSTANDING**

by and between

Renton School District (**RSD**)
And

United Classified Workers Union (**UCWU**)

Concerning Camera Surveillance System-Transportation Department

We, the undersigned, on behalf of the Renton School District (District) and the United Classified Workers Union, Local 1 (Union) hereby agree to the provisions itemized below:

1. In February, 2001, the Transportation Department upgraded its camera-video surveillance system from the videos randomly placed on school buses to a more advanced system that placed video cameras with 24-hour visual and audio recording capabilities on all regular school buses.
2. The District and the Union met to mutually discuss the impact and implementation of the upgraded camera surveillance system with regard to the bus drivers. The parties discussed numerous issues related to monitoring student conduct and the documentation collected through the camera-video surveillance system for purposes of employee discipline and memorialized the areas of agreement in a letter dated February 20, 2001, which is attached as Attachment A and incorporated herein. The parties have now decided to itemize the specific agreements after one-year of implementation of the camera system.
3. The parties philosophically agree that the camera surveillance system is primarily focused on student safety and conduct; and is not to be used to unnecessarily intrude in any individual employee's privacy during non driving time.
4. The parties agree that the video tapes have proven to be instrumental and helpful in documenting student conduct for school disciplinary measures.
5. The parties have discussed the usefulness of the video surveillance for educational feedback and instruction for driver training. In these cases, the parties have agreed that the tape would not be used for employee discipline purposes.

6. The parties have discussed and agreed that for the video surveillance to be used for any purpose related to driver discipline, that the documentation acquired through the video taping must be based on reliable and accurate information, and is fully subject to the discipline provisions of Article XV of the Agreement.
7. The parties have agreed that the tapes would be programmed to operate for no longer than ten (10) minutes after the engine is shut down.
8. The parties have agreed that the employees involved in any taping incident shall have full access to the tape(s) and shall be provided the opportunity to view the tape(s) with a District representative at a mutually convenient time. The employee is entitled to invite a union representative to participate at his/her option.
9. The parties have agreed that the District shall continue to utilize the "Camera Incident Sheet" for purposes of logging complaints and for documentation of reasons to view the videotape(s).

Dated this _____ day of _____, 2005

For the District

For the Union

**MEMORANDUM
Of
UNDERSTANDING
CONCERNING
OPTIONAL SUMMER SHIFT CHANGE
FOR FULL-TIME EMPLOYEES**

There has been an interest of the full-time employees to work four ten-hour (4/10) days in the summer months. It has been agreed to try this shift change for the term of this Agreement.

It has been mutually agreed upon that the conditions for this shift change will be as follows:

- 1) This will be for the term of this Agreement.
- 2) This will be optional for all employees. An employee may go to a 4/10-hour day with the shift being 6 a.m. to 4:30 p.m. or choose to stay at five eight-hour (5/8) days with the shift being 6:00 a.m. to 2:30 p.m. Once the choice has been made, there is no changing until August 31 when all will return to a regular shift.
- 3) The 4/10-hour shift will have a 15 minute break after 2 ½ hours and a 30-minute lunch break after 5 hours, with another break after 2 ½ hours after lunch.
- 4) Any person on the 4/10-hour shift will receive overtime after 10 hours, or 40 hours in one week. Overtime will be assigned as per Article VII, Section 7.9, and as any other provisions contained in the UCWU contract. All sick leave and vacation will be at 10 hours per day, unless less was used.
- 5) All full-time employees interested in 4/10-hour days will inform their supervisor by July 6th of each year. Once all have so states, selecting either the Friday off or the Monday off will be determined by seniority, and each supervisor has the right to ensure that satisfactory coverage for those days is met.

6) **Special Provisions for Mechanics:**

A minimum of four (4) garage employees must choose the 4/10-hour shift to ensure coverage for all days of the week. If both Leads so choose the 4/10-hour shift, then there is the need to have coverage on all days by a Lead employee. So in this case, the choosing of the day off will be determined by seniority with the second Lead getting the opposite day off.

- 7) All employees who choose the 4/10-hour shift must be advised that there is a larger responsibility for their decision to make this work and to be a party in trying to work out the problems that may occur.
- 8) The parties will meet each year through Joint Labor-Management meetings to assess the 4/10-hour shift change.

FOR THE DISTRICT

FOR THE UNION

Chief Negotiator

President, UCWU

Date

Date

1999 SETTLEMENT AGREEMENT
By and Between
Renton School District (RSD)
and
The United Classified Worker's Union, Local 1

Regarding Renton School District Transportation Issues

December 22, 1999

Duly authorized representatives of the Renton School District and of the United Classified Workers Union have met on several occasions in an effort to clarify certain areas of their collective bargaining agreement and to examine related practices in the school district's Transportation Department.

In these efforts of the parties identified, their mutual interests are as follows:

1. To bring greater clarity and understanding, consistent with the intent of prior negotiations, to certain portions of their collective bargaining agreement.
2. To reduce or eliminate arbitrary or seemingly arbitrary compensation for driving and related services performed by bargaining unit members.
3. To assure that employees are fairly and reasonably compensated for the services they perform for the Renton School District.

Within the context of the above stated interests the parties have reached a number of common understandings. Those understandings are as follows:

1. **Regarding Clause 9.4.1** – This clause establishes a minimum of two hours of pay for all “extra time” assignments and for all “extra trip” assignments. In an effort to make language in this clause more clear, it was identified that the second sentence in this clause could have a period after the words “work shift” because the word “workday” in the existing language is unclear and/or redundant. Therefore, it would be understood that the term “work shift” in this language means a driver's regularly assigned morning, mid-day and afternoon routes.

The net effect of this understanding is that the “**two hour minimum**” is applicable to all “extra time” assignments and to all “extra trip” assignments.

2. **Regarding Clause 9.4.1** – This clause also establishes the “**one split rule**” by stating that “No driver shall have his or her shift split more than once daily.” Discussions have conducted that this rule is applicable only to a

driver's regularly assigned runs (his/her "work shift") and not to "extra time" that a driver may be able to gain.

The net effect of this understanding is that the "**one split rule**" will not be applied to "extra time" gained by drivers.

3. Regarding Clause 9.4.3 - This clause addresses the ramifications of "extra time" and "extra trips" being contiguous to a driver's "work shift" (which means regularly assigned routes as discussed in Clause 9.4.1 above). This clause appears to put a restriction on the two-hour minimum established in Clause 9.4.1. Also, the practices in place related to the issue of "contiguity" have caused the language in this clause to be ambiguous in application.

As a result, it is not understood that it is appropriate at times, if the circumstances so warrant, for the District to pay a driver for the time between the end or start of a portion of his/her "work shift" and the start or end of an "extra time" assignment. Such a payment could arise under several situations.

One example of such a situation is when the District is able to properly avoid paying a two hour minimum for "extra time" by instead paying a driver as if the "extra time" was truly contiguous (per dictionary definition, touching or in contact) with a portion of his/her "work shift".

For example, the posted "extra time" has driving time of one hour with a departure time of 9:50 in the morning. The driver who bid this "extra time" has a "work shift" showing him/her to end his/her morning route at 9:30. In this case, the driver would be paid between 9:30 and 9:50, even though he/she was not driving, in order to make this particular "extra time" contiguous with the end of his/her morning route.

That being the case, because this "extra time" had been made contiguous with a portion of the driver's "work shift" (by paying between 9:30 and 9:50) the driver would be paid from 9:30 to 10:50 for this "extra time" assignment, for one hour and twenty minutes, rather than for a two hour minimum.

In the example above, the District made the "extra time" contiguous in order to not have to pay a two hour minimum as authorized by the collective bargaining agreement. However, the District is willing to acknowledge that "contiguity" has been used in a different way as well.

It appears that if a driver is successful in gaining "extra time" from the board, that he/she will be paid for that time and be paid for the time between the start or end of that "extra time" and the end or start of a portion of his/her "work shift" if that time is thirty (30) minutes or less.

For example, a driver's morning route (a portion of his/her "work shift") is scheduled to end at 9:30. That driver is successful in gaining an "extra time" assignment between 9:50 and 11:50. Because there is thirty minutes or less between the conclusion of the scheduled morning route and the start of the "extra time", this driver would be paid from 9:30 to 11:50. Note, however, that if this driver had been scheduled to end his/her morning route at 9:15, he/she would have been paid only between 9:50 and 11:50 for the posted "extra time".

The above described issues and examples related to the pay considerations related to the "contiguousness" of the "work shift" to "extra time" are directly applicable to "extra trips" as well.

On this issue, the rules are the same for compensation for both "extra time" and "extra trips". It is agreed that the scheduled times shown in the "Hours Bible" will be used to determine when a driver's regular "work shift", or portion thereof, starts and ends. In situations where a portion of a driver's "work shift" is extended to the extent that additional pay is due the driver, as discussed below, regarding Clause 9.4.4, contiguousness will be established for that portion of the "work shift" not by the "Hours Bible", but by the time at which the driver stopped being compensated for the portion of the "work shift" in question.

4. **Regarding Clause 9.4.4** – This clause establishes the right to sixty minutes of pay for drivers per day in consideration of a number of services they are required to perform. A number of those services are described with sufficient clarity and are not to be performed on a day to day basis. However, what must be performed by drivers on a day to day basis in consideration for this sixty minutes of pay was the subject of much discussion.

A consensus was reached that this sixty minutes of compensation includes pay for required pre-trips and post-trips for all regular runs, mid-day runs and "extra time" assignments, except for those extra time or trips that fall outside of the shift and is not contiguous with the shift. It was also agreed that due to the fact that many variables are understood to impact exactly how long a given route will take on any given day, that the sixty minutes was intended to also compensate drivers for a reasonable amount of extended driving times on their daily routes.

Therefore, it was agreed that a driver would have no claim to compensation if his/her route drive time is extended up to 15 minutes on any given route (compensable time starts at 15 minutes). However, it remains the rule that if the necessary drive time for a route exceeds the time established in the "Hours Bible", that the route will be adjusted to reflect the time necessary to safely drive the route.

5. **Regarding Paragraph 9.4.4.5** – It is understood that the language in this paragraph is rather traditional language that reinforces the requirements of the FLSA. More importantly, this paragraph does not override the

agreements and understandings that have been made above, particularly the agreements related to what consideration is required for sixty minutes of compensation under Clause 9.4.4.

6. **Regarding Clause 9.7.1** – This clause establishes a forty-hour bar to the gaining of “extra time” and/or “extra trips” unless authorized otherwise by management. The proviso in the first sentence of this clause says that, “...no driver shall be eligible to work more than forty (40) hours in any work week....”

It is understood that if a driver has an assigned “work shift” of 40 hours per week, that that driver is not eligible to sign up for “extra time” or “extra trips”, except as authorized above. In other words, if a 40 hour driver out of sick leave takes a day off for any reason, that driver does not then become eligible to sign up for more work.

**MEMORANDUM OF UNDERSTANDING
Regarding
Substitute Interview Ranking/Selection Pool**

We, the undersigned, on behalf of the Renton School District and the United Classified Worker's Union, Local No.1, agree to the following pilot program for the selection of a pool of substitute bus drivers:

1. In order to recruit and maintain a pool of qualified substitute bus driver employees, the Transportation Department, through its joint labor-management process, has developed interview and screening procedures for substitute bus drivers.
2. Substitute bus drivers who have passed these procedures and who maintain their substitute employment in good standing, to include, without limitation, accident record, driving record, reliability, attendance and professionalism, shall be eligible for selection for open regular positions.
3. In the interest of promoting communication and fair procedures, the District shall notify the Union, through the joint labor management meeting process, of any modifications made to the pilot selection procedures.

FOR THE DISTRICT

FOR THE UNION

Date

Date

MEMORANDUM OF UNDERSTANDING

by and between

Renton School District (RSD)

and

United Classified Workers Union (UCWU), Local 1

Regarding

2004 Nutrition Services Positions Joint Salary Survey

We, the undersigned, agree to the following terms to implement the 2004 joint salary survey results for Nutrition Services positions:

- A. The salary survey targets to be implemented over the term of this Agreement for each position are as follows:

Secondary Kitchen Manager	5.24%	(1.75% for each year)
Elementary Lead	6.26%	(2.08% for each year)
Cook Baker	1.56%	(.52% for each year)
Cook Helper	4.2%	(1.4% for each year)

- B. For 2004-2005, salaries are contained in Appendix A-1.
- C. For 2005-2006, salaries shall be increased by the year two of the Salary Survey Implementation in addition to any state legislative allocation, plus one percent (1%).
- D. For 2006-2007, salaries shall be increased by year three of the Salary Survey Implementation in addition to any state legislative allocation, plus one percent (1%).

FOR THE DISTRICT

FOR THE UNION

Date

Date

UNITED CLASSIFIED WORKERS UNION (UCWU)
SALARY SCHEDULE
September 1, 2005 - August 31, 2006

Position	Hourly
Garage Serviceman	\$18.84
Mechanic	\$20.82
Lead Stipend (per month)	\$121.11
Inventory/Parts Controller	\$18.95
Supply Truck, Food Delivery/Mail Delivery Driver	\$17.22
Warehouse Person	\$17.22
Warehouse Facilitator	\$20.42
Renton High School Central Kitchen Manager	\$14.47
Secondary Kitchen Manager	\$13.88
Cooks and/or Bakers	\$13.07
Elementary Lead	\$12.28
Cook Helpers	\$11.03
Special Education Dispatcher	\$21.51
Bus Driver	\$16.10
Driver Trainer Stipend (per hour)	\$1.19
Pressman	\$14.80
∅Audio-Visual Repair	\$20.93
∅Network Technician	\$19.48
Carpenter	\$21.35
Electrician	\$21.35
Plumber	\$21.35
Glazier	\$21.35
Controls	\$21.35
Painter	\$21.35
∅Filter Mechanic	\$21.35
Burner Mechanic	\$21.35
∅Swimming Pool Maintenance Operator I	\$20.62
∅Swimming Pool Maintenance Operator II	\$21.35
General Maintenance	\$16.63
Lead Stipend	\$121.11
Substitute Driver Rate (First 90 Calendar Days)	\$13.98
Substitute Driver Rate (After 90 Calendar Days)	\$16.10
Substitute Nutrition Services Rate (First 90 Calendar Days)	\$9.51
Substitute Nutrition Services Rate (After 90 Calendar Days)	\$11.03
∅Position vacated; if filled, denotes salary	
Garage Lead	\$0.00
Maintenance Lead	\$0.00